

MG01

Particulars of a mortgage or charge

SATURDAY
11



R1LETIDK #10
10/11/2012
RCS COMPANIES HOUSE
A1L4Z66H #82
06/11/2012
A19 COMPANIES HOUSE

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 5 7 3 6 3 6 4

Company name in full Alnmaritec Limited (Company)

5 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 0 2 1 1 2 0 1 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 2 November 2012 granted by the Company in favour of Blyth Harbour
Commissioners (Lender) (Debenture)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 40
All present and future monies, obligations and liabilities owed by the
Company to the Lender, whether actual or contingent and whether
owed jointly or severally, as principal or surety or in any other capacity
whatsoever, under Rent Agreement or the Debenture (including,
without limitation, those arising under clause 11.3.2 of the Debenture)
together with all interest (including, without limitation, default interest)
accruing in respect of those monies or liabilities for the avoidance of
doubt the Debenture does not and shall not at any time be security for
any amounts due from the Company to the Lender under any
agreement (including without limitation the Lease) other than the Rent
Agreement or the Debenture (Secured Liabilities)

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Blyth Harbour Commissioners

Address South Harbour, Blyth, Northumberland

Postcode N E 2 4 3 P B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

1 1 charges to the Lender

1 1 1 by way of legal mortgage, all the Properties specified in Schedule 1 of the Debenture,

1 2 by way of fixed charge

1 2 1 all Properties acquired by the Company in the future,

1 2 2 all present and future interests of the Company not effectively mortgaged or charged under the provisions of clause 3 of the Debenture in, or over, freehold or leasehold property,

1 2 3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,

1 2 4 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Company's business or the use of any Charged Property and all rights in connection with them,

1 2 5 all present and future goodwill and uncalled capital,

1 2 6 all the Equipment,

1 2 7 all the Intellectual Property,

1 2 8 all the Book Debts,

1 2 9 all the Investments,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 2 10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)</p> <p>1 2 11 assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy, and</p> <p>1 3 charges to the Lender, by way of floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 1 and clause 3 1 4 inclusive of the Debenture</p> <p>2 Automatic conversion of floating charge</p> <p>The floating charge created by clause 3 1 4 of the Debenture shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if</p> <p>2 1 the Company</p> <p>2 1 1 creates, or attempts to create, without the prior written consent of the Lender or a Security Interest or a trust in favour of another person on all or any part of the Charged Property, or</p> <p>2 1 2 disposes or attempts to dispose of all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised),</p> <p>2 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or</p> <p>2 3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or</p> <p>2 4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company</p> <p>3 Conversion of floating charge by notice</p> <p>The Lender may in its sole discretion at any time by written notice to the Company convert the floating charge created under the Debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice</p> <p>4 Assets acquired after any floating charge crystallisation</p> <p>Any asset acquired by the Company after any crystallisation of the floating charge created under the Debenture which but for that crystallisation would be subject to a floating charge under the Debenture shall (unless the Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge</p> <p>5 Further assurance</p> <p>5 1 The Company shall at its own cost</p> <p>5 1 1 prepare and execute in favour of the Lender and in such form as the Lender may reasonably require such further mortgages, charges or transfers of or over all or any part of the Charged Property as the Lender may, in its absolute discretion, require from time to time, and</p> <p>5 1 2 give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>6 Trading and preservation of Charged Property</p> <p>6 1 The Company shall</p> <p>6 1 1 carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business, and</p> <p>6 1 2 not do, or permit to be done, any act or thing, that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Debenture</p> <p>7 Covenants</p> <p>The Company covenants with the Lender during the security constituted by the Debenture in the terms set out in Schedule 2 of the Debenture</p> <p>In particular, the Company covenants with the Lender regarding the following</p> <p>7 1 Repair</p> <p>7 1 1 the Company shall</p> <p>7 1 1 1 keep all buildings and all fixtures on each Property in good and substantial repair and condition,</p> <p>7 1 1 2 maintain the Equipment in good and servicable condition (except for expected fair wear and tear), and</p> <p>7 1 1 3 not permit any Equipment to be</p> <p>7 1 3 1 used or handled other than by properly qualified and trained persons, or</p> <p>7 1 3 2 overloaded or used for any purpose for which it is not designed or reasonably suitable</p> <p>8 Negative Pledge and Disposal Restrictions</p> <p>The Company shall not at any time, except with the prior written consent of the Lender</p> <p>8 1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by the Debenture or any Permitted Security Interest, or</p> <p>8 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge, or</p> <p>8 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

Book Debts - all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them,

Charged Property - all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it),

Designated Account - any account of the Company nominated by the Lender as a designated account for the purposes of the Debenture,

Equipment - all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions,

Insurance Policies - all the contracts and policies of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment),

Intellectual Property - the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

Investments - all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time,

Lease - the lease of the property known as land and buildings at Wimbourne Quay, Port of Blyth, Northumberland dated 8 April 2011 between (1) the Company and (2) the Lender,

Permitted Security Interests - (1) a debenture dated 26 May 2006 in favour of HSBC Bank plc, (2) a chattels mortgage dated 18 January 2011 in favour of HSBC Asset Finance (UK) Limited and HSBC Equipment Finance (UK) Limited, (3) a debenture dated 23 March 2011 in favour of The North East Growth 500 Plus LP, and an assignment of life policy dated 5 August 2011 in favour of The North East Growth 500 Plus LP,

Properties - all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, as at the date of the Debenture or in the future (and from time to time) owned by the Company or in which the Company holds an interest (including (but not limited to) the properties specified in Schedule 1 of the Debenture) and Property means any of them

Rent Agreement - the agreement dated on or around the date of the debenture between the Company and the Lender for the provision of payment of outstanding rent secured by the Debenture,

Security Interest - any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X

 

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

IM NAD

Company name

Muckle LLP

Address

Time Central

32 Gallowgate

Post town

Newcastle upon Tyne

County/Region

Postcode

N E 1 4 B F

Country

UK

DX

61011

Telephone

0191 211 7777



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5736364
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 NOVEMBER
2012 AND CREATED BY ALNMARITEC LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BLYTH HARBOUR COMMISSIONERS ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 10 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 NOVEMBER
2012

8/1



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**